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OF COUNSEL  
URBAN A. LESTER

August 20, 1996

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

RECORDATION NO

12375-C  
FILED 1425

AUG 20 1996 2:30 PM

AUG 20 2 30 PM '96

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of an Assignment of Conditional Sale Agreement dated December 29, 1995, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Conditional Sale Agreement, dated as of August 1, 1980 which was previously filed with the Commission under Recordation Number 12375.

The names and addresses of the parties to the enclosed document are:

Assignor: First Trust of Illinois, National Association  
(successor by merger to Continental Illinois  
National Bank and Trust Company of Chicago)  
231 South LaSalle Street  
Chicago, IL 60697

Assignee: Wisconsin & Southern Railroad Co.  
5300 North 33rd Street  
Milwaukee, WI 53209

A description of the railroad equipment covered by the enclosed document is:

all of the railroad equipment covered by the original filing, i.e.  
seventy-eight (78) boxcars WSOR 101494 through WSOR 101572

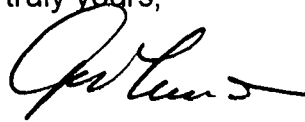
Counterparts - Edward M. Lester

Mr. Vernon A. Williams  
August 20, 1996  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg  
Enclosures

**SURFACE TRANSPORTATION BOARD**

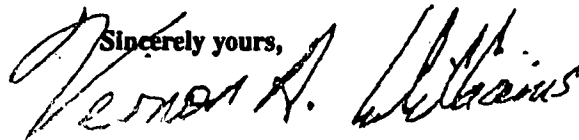
8/20/96

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW, Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/20/96 at 2:35PM , and assigned recordation number(s). 12375-C.

Sincerely yours,

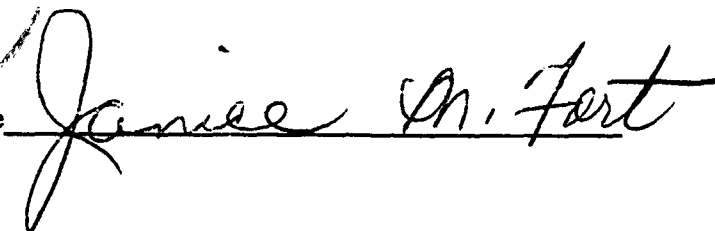


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



## CERTIFICATION

I hereby certify that I am the Exec. VP. / Jec. of Wisconsin Southern Railroad Co., the Assignee in the attached Assignment of Conditional Sale Agreement and certify that the attached is a true and correct copy of the Assignment of Conditional Sale Agreement.

Dated: August 15, 1996

Pog del

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MILWAUKEE )

On this 15 day of August, 1996 before me personally appeared ROGER SCHRIEBER to me personally known, who, being by me duly sworn, did execute the instrument and acknowledged that the execution of the foregoing instrument was his free act and deed.

Peggy Nolin  
Notary Public

ASSIGNMENT OF CONDITIONAL  
SALE AGREEMENT

RECORDATION NO. 12375-6  
AUG 20 1996 2:11 PM  
INTERSTATE COMMERCE COMMISSION

For good and valuable consideration, receipt of which is hereby acknowledged, First Trust of Illinois, National Association, successor by merger to Continental Illinois National Bank and Trust Company of Chicago ("Assignor") hereby assigns to Wisconsin & Southern Railroad Co. ("Assignee"), all of Assignor's right, title and interest in and to that certain Conditional Sale Agreement dated as of August 1, 1980 by and between Assignor and Assignee as amended (the "Agreement"). This assignment is made on a "as is" basis and without recourse, warranty or representation of any kind except as set forth in the Loan Sale Agreement of even date herewith. Assignee hereby assumes all obligations, liabilities and duties of Assignor under or related to the Agreement and hereby releases Assignor from any and all such obligations, liabilities and duties.

Dated: December 29, 1995

FIRST TRUST OF ILLINOIS,  
NATIONAL ASSOCIATION

By [Signature]  
Its VICE PRESIDENT

WISCONSIN & SOUTHERN RAILROAD  
CO.

By [Signature]  
Its VP/Sec